

Article XI: *Health and Safety Provisions*

A. Physical Fitness

The cost of the initial examination will be paid by the district up to \$50. The cost of employee physical renewals as required every three years will be paid by the school district up to a maximum of \$30.

B. Subsequent Examinations

The Board may require a subsequent examination even though less than three years from the last physical examination when, in the Board's judgement, such examination is relevant to an employee's performance or status. Employees may be examined by a licensed physician selected by the superintendent, and said examination shall be paid for by the Board. The employee may suggest, prior to the selection, the doctor he/she prefers.

Article XII: *Transfer Procedure*

A. Transfer

1. A transfer shall be defined as the movement of employees from level (PK-6) to level (7-12). The realignment of employees within these levels shall not be considered a transfer. A vacancy shall be defined as those positions that will remain unfilled after the Board has exercised its right to realign and/or promote current employees. Transfers shall apply only to positions defined as vacancies. Teacher requested transfers are made as follows:
 - a. When realignment of the elementary teaching staff (PK-6) is necessary, the administration may determine a tentative realignment plan. Within fourteen (14) days after the Board decides to exercise its right to realign the PK-6 teaching staff, the administration will make a tentative realignment plan (without reasons) known to the president of the Farragut Education Association. The Farragut Education Association through their president shall have five (5) days to provide input to the administration on the tentative realignment plan. After receiving the input, the administration will make the final realignment decisions.
 - b. All requests for voluntary transfers for the following year should be in writing in the form of a letter sent to the superintendent no later than April 20 (of the current year). This letter should contain specific reasons for requesting the transfer.
 - c. The consideration of a voluntary transfer of an employee will be based on qualifications and certifications.

- d. Written notice of transfer will be given to the employee concerned as soon as practicable. If a request for a voluntary transfer is denied, the specific reasons for the denial shall be given in writing to the employee.
- e. Requests for voluntary transfers are kept for only one school year. Renewal must be made each year.
- f. Notice of vacancies (including extra-curricular and in-house coaching) will be posted for five (5) days before the position is filled.
- g. If any involuntary transfer is necessary, the administration will take into consideration the employee's training, qualifications, certification, experience, specific achievements, and service to the district.

Article XIII: *Reduction of Staff*

A. Procedure

1. When the Board of Education deems it necessary to reduce staff, the procedure set forth in this article shall be followed. Termination will be considered within each school division, PK-6 elementary and 7-12 secondary (within subject areas).
2. The Board shall take into account the following factors in making its decision:
 - a. Step 1-Normal attrition resulting from employees who are retiring, resigning, or through voluntary reduction will be relied upon to the extent that it is administratively feasible.
 - b. Step 2-Employees within their first year of service in the district will be reduced next unless they are needed to maintain a program.
 - c. Step 3-The remaining employees to be laid off will be selected by the Board of Education, taking into account, both on an individual basis and in comparison to other employees factors such as the individual employee's academic training, seniority in the district, ability and performance as an employee in the district as presently and currently evaluated by the appropriate administrators, assignment to extra duty activities and other special activities, and past and potential contribution to the educational program of the district.
 - d. Step 4-If all of the factors in the above steps are equal and a choice must be made between two or more employees, contract renewal will be given to the employee with the greater seniority.

3. An employee's position may be retained if that employee is needed to maintain the current level of an existing program including extra-curricular programs.
4. Any staff member who has their contract terminated under provisions of this article will have recall rights to a position for which he/she is certified and qualified for as determined by the Board for a period of one (1) year from the date of termination, and shall be recalled to that position in reverse order of termination.
5. The administration shall provide written notice to the staff member affected by recall.
6. Any employee re-employed by exercising his/her recall rights shall be placed on his/her next sequential salary step when he/she resumes professional service. A teacher on recall shall not accrue any sick leave or experience on the salary schedule.
7. Qualified staff members on leave shall be reinstated in an inverse order of placement on leave whenever vacancies exist. The district's offer to an employee with recall rights shall be in writing and sent by certified mail to the employee's last known address. It shall be the responsibility of each employee on staff reduction to keep the Board advised of his/her current address. The employee shall accept or reject the position by certified mail to the superintendent within ten (10) days of the mailing of the notice. If the employee fails to respond within ten (10) days, the employee will be deemed to have refused the position offered and all recall rights shall be terminated. Employees employed to fill a vacancy created by the awarding of a leave of absence or employed after September 1 shall not be eligible for the benefits of this article.

B. Definition

Seniority

For the purpose of this agreement, *seniority* shall be based on the number of years of continuous full-time employment as an employee covered by this agreement. If two or more employees have the same number of years of continuous full-time employment with the district, the employee who signed his/her initial contract first shall be considered the most senior. It shall not be considered a break in an employee's continuous service if he/she takes an extended leave of absence per *Master Contract* or Board approval.

Article XIV: *Employee Evaluation Procedure*

A. Procedure:

1. Before the first formal evaluation, the building principal or appropriate supervisor must hold a pre-evaluation conference to acquaint each employee (elementary or secondary) under his/her supervision with the evaluation procedures, standards, and instruments, and advise each employee as to the designated supervisor who will observe and evaluate his/her performance. The purpose of the pre-evaluation conference is to achieve mutual understanding of the evaluation system. During this conference, the employee will have the opportunity to discuss objectives, teaching methods, materials, and the nature and behavior of the students. No evaluation shall take place until such conference has been completed.
2. Teacher Levels
 - a. Beginning teachers in their first or second year in teaching shall be formally evaluated three times during their first year(s) of employment. A final summative evaluation conference will be held on or before March 30.
 - b. Career teachers who are in their first year of teaching in the District shall be formally evaluated three times during their first year of employment with the District.
 - c. Career teachers who have earned their regular teaching licenses and have taught in the district for more than one year shall be formally evaluated at least one time every 3 years.
3. Each employee shall receive a written copy of the formal evaluation at least three days prior to a post-evaluation conference. The post-evaluation conference will be held with each employee (elementary and secondary) within ten (10) days of the formal observation. This time limit shall be extended should either party not be able to meet on the date and time suggested by the administrator. During the post-evaluation conference the formal evaluation will be reviewed with the employee. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his/her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.
4. During the school year the career teacher and the administrator shall meet by October 1 to develop the annual individual career development plan. The annual review of the individual career development plan shall occur prior to May 15th.
5. The employee shall have the right to submit supportive evidence to the administration as examples of proficiency in the Iowa Teaching Standards and any other criteria set by the District.
6. The employee shall have the right to submit an explanation or other written statement regarding any material used for evaluation for inclusion

in his/her evaluation file. Any written statement by the employee shall be made at the time of the summary conference, or within ten (10) days of the conference.

7. Any complaints directed toward an employee that are placed in his/her evaluation file are to be called to the employee's attention. The employee shall have the right to respond to any complaint(s) that are placed in his/her evaluation file. Such response shall be written and presented to the supervisor within ten (10) days of the employee's awareness of the complaint. Such employee responses shall become a part of said file.
8. If an employee receives an unsatisfactory evaluation, the employee may challenge the substance of that evaluation as being arbitrary and capricious through the grievance procedure outlined in Article 1. Only evaluations with an overall rating of unsatisfactory may be grieved as to their substance. A probationary employee (Iowa Code 279.19) may not grieve his/her evaluation.
9. Informal classroom visits and informal observations by the superintendent and/or designee may occur at any time.
10. Any legal charges toward a bargaining unit member shall be made in confidence and never in the presence of students, parents, or at other public gatherings. All legal charges, regardless of the source, shall be immediately brought to the attention of the affected bargaining unit member.
11. Nothing in this article is to be construed as precluding the evaluation of employees during any other assigned duties as deemed appropriate by the Board of Education.

Article XV: *Employment and Assignment*

A. Employment and Assignment

Employees will be tentatively advised prior to the end of the school year (based on the information then available) of their assignment for the next school year. Returning employees shall be advised prior to July 15 of their grade level or subject area assignment. New employees shall be advised no later than the first day of teacher workshop or their first day of employment as for their grade level or subject area assignment. The giving of notice as herein provided shall not be construed in any way as a guarantee of employment and shall not preclude the reassignment of employees.

B. Americans with Disabilities Act

The provisions of this *Master Contract* shall be construed as to allow the employer to make a reasonable accommodation for a qualified individual in accordance with the Americans with Disabilities Act.

Grievance Form

Distribution of Form

- 1. Association
- 2. Employee
- 3. Employee

Step 1: Date Filed

Step 2: Date Filed

Grievant(s)

Step 2

A. Date Violation Occurred _____

B. Section(s) of Master Contract violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature Date

E. Disposition by Principal or Immediate Supervisor

Signature of Principal Date

Step 3

A. _____
Signature of Grievant Date

B. Disposition by Superintendent or Designee

C. _____
Signature of Superintendent Date

Step 4

Signature of Association Representative Date Submitted to Arbitration

Sick Leave Pool

Intent form 2006-2008

This form must be returned to the Business Manager or Superintendent by September 12 of the current school year.

To be a member of the Sick Leave Pool, a staff member must contribute three day of personal sick leave to the pool by the second Friday in September each year. You are allowed 10 days of sick leave your first year. Those days will, of course, by deducted from your personal sick leave account of days. The pool is not something you decide upon each year. You must decide during your first year of employment if you want to be a member. If you decide **not** to join the Sick Leave Pool, you may not join at a later date. If you do join the Sick Leave Pool, you may opt out later, but you will not be eligible to be reinstated. The purpose of this note is to receive from you, your intent on becoming a member of the pool. Please check the following statement that describes your intention regarding the Sick Leave Pool.

_____ Yes, I want to become a member of the Sick Leave Pool at Farragut Community School. I understand that by doing so I am contributing three (3) days of my sick leave benefit and will do so each year as long as I choose to be a member until the sick leave pool accumulates to 500 days.

_____ No, I do not want to become a member of the Sick Leave Pool. I understand that by refusing to become a member of the pool I am not eligible to join the pool at a later date.

Teacher's Signature

Emergency Leave Pool

Intent Form 2006-2008

This form must be returned to the Business Manager or Superintendent by September 12 of the current school year.

To be a member of the Emergency Leave Pool, a staff member must contribute one day of emergency leave to the pool by the second Friday in September each year. You are allowed 5 days of Emergency Family Leave per year. This day will, of course, be deducted from your Emergency Family leave account of days. The pool is not something you decide upon each year. You must decide during your first year of employment if you want to be a member. If you decide **not** to join the Emergency Family Leave Pool, you may not join at a later date. If you do join the Emergency Family Leave Pool, you may opt out later, but you will not be eligible to be reinstated. The purpose of this note is to receive from you, your intent on becoming a member of the pool. Please check the following statement that describes your intention regarding the Emergency Family Leave Pool.

_____ Yes, I want to become a member of the Emergency Family Leave Pool at Farragut Community School. I understand that by doing so I am contributing one (1) day of my Emergency Family leave and will do so each year as long as I choose to be a member until the Emergency Family Leave Pool accumulates to 50 days.

_____ No, I do not want to become a member of the Emergency Leave Pool. I understand that by refusing to become a member of the pool I am not eligible to join the pool at a later date.

Teacher's Signature

Article XVI: Compliance Clauses and Duration of Agreement

A. Separable

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

B. Printing

The Board of Education and the Association will share equally in the cost of printing the collective agreement.

C. Duration Period

This agreement shall become effective as of July 1, 2006 and shall be in full force and effect through June 30, 2008 per the conditions of the Addendum.

D. This agreement is executed and agreed upon this 30th day of April 2006.

Farragut Education Association

By _____
FEA President

By _____
FEA Chief Negotiator

Farragut Board of Education

By _____
Board President

By _____
Chief Negotiator for Board